

This Agreement entered into this 29th day of November, 2018.

BETWEEN: 101285461 Saskatchewan Ltd, hereinafter referred to as the Employer

OF THE FIRST PART

AND: Saskatchewan Joint Board, Retail, Wholesale and Department Store Union,
hereinafter referred to as the Union

OF THE SECOND PART

ARTICLE 1 - Purpose

- 1.01 The general purpose of this Agreement is to establish the terms and conditions of employment between the Employer and the employees who come within scope of this Agreement and to provide for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for the parties who are subject to the provisions of this Agreement.
- 1.02 The Employer will treat all employees with courtesy and respect and in a professional manner. Employees and Representatives of the Union will in turn observe these same principles in dealing with the Employer. Verbal exuberance by the Union Representative, Employer or the employee shall not be tolerated Disciplinary action shall be relegated to the privacy of the concerned parties.
- 1.03 It is a further purpose to prevent waste, unnecessary expense and avoidable delays in carrying on the work of the Employer. The parties agree to co-operate to insure the comfort and enjoyment of guests of the hotel, recognizing the principle that the customer comes first.

ARTICLE 2 - Recognition

- 2.01 The Employer will negotiate with and recognize the Union as the sole bargaining agent of all employees of 101285461 Saskatchewan Limited at its Quality Inn and Suites Location in Yorkton, Saskatchewan except the General Manager and Assistant Manager as per the Certification Order handed down by the Labour Relations Board, subject to any exclusions agreed to by the parties herein.
- 2.02 No employee shall be laid off as a direct result of non-bargaining unit employees performing bargaining unit work. During the term of this Agreement, the amount of bargaining unit work historically performed by non-bargaining unit employees shall not be increased.
- 2.03 All new employees shall be on probation for the first ninety (90) days worked from date of hire and on request by the Employer before the expiry of such period, the parties may mutually agree to extend such probationary period to a time that is mutually agreed but

shall not exceed ninety (90) additional working days. On completion of this probationary period, an employee's seniority shall be retroactive to date of hire. From time to time during the probationary period, a probationary review will be conducted by the General Manager of his/her designate with the employee at which point he/she will assess the employee's performance towards becoming a non-probationary employee including identifying any areas in the employee's performance that requires development and/or appropriate action. During the probationary period, or extension thereof, the employee may be dismissed for unsuitability.

Article 3- Management Rights

3.01 The Employer reserves all rights and prerogatives in the management of the business, unless clearly and explicitly granted to the Union by this Agreement, and the Union shall not in any way interfere with these rights. These rights and prerogatives so reserved include, but are not limited to, the right to hire, the right to discharge for just cause, the right to determine the methods and means by which operations are to be conducted, including specifically, the right to direct the work force and the right to exclusively manage the operation.

The Employer may exercise any right or prerogative so long as it is not in conflict with the express terms of this Agreement. Failure to exercise the right or prerogative in a particular manner is not a waiver of such right or prerogative.

Further, the Employer agrees that in the exercise of management rights and in the administration of this Agreement without restricting the generality of the foregoing, such rights of the Employer shall include the right to:

- (a) Maintain order, discipline, profitability, efficiency and customer service, in connection therewith to make, alter and enforce from time-to-time reasonable rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause.
- (b) Control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Employer.
- (c) Determine the location of operations, the schedules of operations, the number of shifts; determine the methods of providing services; determine job content, quality and quantity requirements, the qualifications of an employee to perform any particular job and a method to assess that performance; determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue methods, services, job duties or processes; determine employee dress code; determine employee work schedules, the number of employees needed at any time, the number of hours to be worked.

- (d) Select, hire, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the bargaining unit; and,

It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and the express provisions of this Agreement constitute the only limitations on the Employer's rights.

The Employer agrees that they will be fair and reasonable in administering the foregoing article.

ARTICLE 4 - Clarification of Terms

4.01 The use in this Agreement of:

- (a) the words "this Agreement" shall mean this collective bargaining Agreement;
- (b) the word "employee" or "employees" shall mean any person or persons covered by this Agreement;
- (c) the words "he/she", "him/her" or "his/her" shall mean any employee, male or female;
- (d) "Qualifications" means those reasonable standards set by the Employer and the industry as necessary to handle a position including general appearance and aptitude to meet and handle the public where required, or as set out in this Agreement.

4.02 Union Representative is a person from the Union office authorized to make binding decisions on behalf of the Union.

ARTICLE 5 - Union Security and Dues Deduction

- 5.01 (a) All employees who are members of the Union at the date of ratification of this Agreement shall remain members in good standing of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union and will be required to continue to be members of the Union as a condition of employment with the Employer. Every new employee whose employment commences hereafter shall make application to the Union at the date of employment and shall become a member of the Union within thirty (30) days of the date of employment. Union dues and initiation fees and special assessments shall be deducted from their pay cheques.
- (b) The monies referred to in this Article are to be held in trust by the Employer. The sole and exclusive role of the Employer is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

- 5.02 The Employer agrees to deduct out of the wages due to each employee the dues, assessments and initiation fees uniformly levied on all employees. Deductions made in each month shall be forwarded to the person designated by the Union on the fifteenth (15th) day of the month following the month in which the deductions were made.
- 5.03 The Employer shall furnish the Union, along with each remittance, a written list of:
- (a) Names and addresses of all employees, including a listing of all hours worked or paid in the reporting period, from whom deductions have been made.
 - (b) Names of all employees who have been terminated or hired.
- 5.04 The Employer agrees to include the Union dues paid by the employee on his/her annual T-4 slip.

Article 6 - Union Representation

- 6.01 The Employer agrees to recognize three (3) Shop Stewards provided the Union has advised the Employer in writing, of the stewards so appointed.
- a) The steward's first obligation is the fulfillment of his/her responsibilities as an employee during his/her working activities other than the necessary involvement in the reporting and resolution of grievances that fall within the terms of this Agreement
 - b) The steward(s) must not leave his/her assigned work areas on Union business without receiving prior permission from the manager. Such permission will not be unreasonably withheld.
 - c) The steward(s) shall not be discriminated against or disciplined for the performance of their duties on behalf of the Union.
 - d) Employees shall be entitled to discuss grievances or possible grievances with their steward. However, employees will restrict their discussions of grievances or possible grievances with other employees to their own time.
 - e) Union members will not conduct Union business in public areas where guests may overhear.
 - f) A Union steward shall be granted up to ten (10) minutes for Union orientation with new employees either as a group or with individuals to be scheduled by the Employer within thirty (30) days of the date of hire. The ten (10) minute Union orientation will be completed during the shift of the Union representative and new employee.

ARTICLE 7 - Seniority

- 7.01 Seniority as referred to in this Agreement shall mean an employee's total length of continuous service with the Employer. Subsequent to an employee passing their probation period, seniority shall be established from the first day worked.
- 7.02 The Employer agrees that seniority of all employees shall continue to accumulate during an approved term of leave of absence not to exceed twelve (12) months or vacation leave and upon return from such leave said employees will suffer no loss of rights formerly enjoyed before commencement of said leave.
- 7.03 The Employer agrees to post a seniority list and upon posting, file a copy with the Union covering all employees showing commencement date and classification in each department. The Employer shall post such lists on or before the thirtieth (30th) day of June and the thirty-first (31st) day of December in each and every year. A copy of the seniority list shall be submitted to the Union upon the signing of this Agreement. If two or more employees are hired with the same date of hire, they will draw numbers with the lowest number drawn being the senior employee and so on.
- 7.04 Seniority shall be accumulated in the following circumstances:
- (a) when absent on vacation leave or an approved leave of absence for a period not to exceed twelve (12) consecutive months;
 - (b) when credited with time worked for the Employer;
 - (c) during a layoff for a period not to exceed twelve (12) consecutive months.
- 7.05 Seniority shall terminate and an employee shall cease to be employed with the Employer when he/she:
- (a) voluntarily terminates his/her employment with the Employer;
 - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) is a casual employee and refuses three (3) or more shifts in a ninety (90) consecutive day period without a reason satisfactory to the Employer;
 - (d) is absent for three (3) consecutive scheduled shifts without notifying the Employer. The Employer agrees to make a reasonable effort to contact the employee.
- 7.06 Seniority shall be administered on a bargaining unit wide basis subject to qualifications unless otherwise specified in this Agreement.

ARTICLE 8 - Hours of Work

8.01 The hours of work for employees shall normally not be greater than:

- (a) eight (8) hours in a day;
- (b) five (5) days in the seven (7) day work week with two (2) consecutive days off unless the employee agrees to maximize his/her hours and work six (6) or seven (7) days provided the extra days do not put him/her into overtime. The employee may agree to split his/her days off;
- (c) forty (40) hours in seven (7) day work week.

The Employer shall post a two week schedule in each department no less than seven (7) days before the end of the present schedule.

8.02 It is understood and agreed that this Article is intended to provide the basis of a work week and shall not constitute a guarantee of hours of work per day or per week, number of days per week.

8.03 Within each classification and subject to operational requirements determined by the Employer, the Employer will make reasonable efforts to ensure that;

- (a) the scheduling is done by seniority ensuring that the employee with the most seniority receives the most hours subject to availability and qualifications.

8.04 Subject to day-to-day operational requirements, the Employer will, as far as reasonably practicable, allocate rooms among Housekeeping employees based on seniority as provided within this Agreement. If additional rooms become available, senior employees will have first right of refusal.

- (a) Each Housekeeping employee will be expected to maintain levels of work that have been historically and regularly met by the Housekeeping staff at Quality Inn and Suites Yorkton (such work levels being regularly based on a two (2) week average). Current work levels performed by Housekeeping staff is two (2) rooms per hour per employee or fifteen (15) rooms in an eight hour day. When groups/teams exceed normal occupancy levels and the rooms take extra time the expectation shall be reduced to thirteen (13) rooms in an eight hour day. Employees shall be expected to achieve and maintain the quality of performance, promptness and efficiency necessary to meet the current standards of the Quality Inn and Suites.

- (b) The allocation of rooms to individual employees shall be done on a fair and equitable basis, wherever possible.
- (c) An employee working in the room attendant classification that is called off as a result of a lack of room rentals, may request to be scheduled on their day(s) off in that week.
- 8.05 A Room Attendant who reports for work without being called-off two (2) hours before the start of a scheduled shift shall be assigned a minimum of four (4) hours work.
- 8.06 Employees shall be deemed to be unrestricted for the purposes of scheduling except as provided in Article 8.08.
- 8.07 Employees who regularly work thirty-two (32) hours or more in a week shall be entitled to book off at least one (1) weekend per month providing staffing levels can accommodate the request. Where two (2) or more employees from the same department request the same days off and the request cannot be accommodated, the most senior employee shall be entitled to the days off.
- 8.08 Employees needing in excess of one (1) weekend off per month or employees who work less than thirty-two (32) hours in a week shall fill out a request for days off for any weekends or days off needed not more than two (2) weeks in advance providing staffing levels can accommodate the request. Where two (2) or more employees from the same department request the same days off and the request cannot be accommodated, the most senior employee shall be entitled to the days off.
- 8.09 A work schedule for a minimum of two (2) weeks shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
- employee's name
 - classification
 - days off
 - starting and finishing times.
- 8.10 It is the Employer's responsibility to keep the work schedule up-to-date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- 8.11 In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- 8.12 In situations other than emergencies or unexpected short term increase or loss of business the scheduled employees are entitled to one (1) weeks notice of any change in their respective work schedules.

- 8.13 In emergency situations which are beyond the control of the Employer, as in the case of failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours notice when changing work schedules.
- 8.14 Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer or Acting Supervisor with notice at the earliest possible time to allow the Employer or Acting Supervisor time to cover the absence. The notice, if possible, should be a minimum of three (3) hours.
- 8.15 Employees whose schedules are changed without the advanced notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- 8.16 In situations where an employee has not been provided with notice of change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows: employees will be provided with four (4) hours work or four (4) hours pay.
- 8.17 (a) Subject to paragraph (b) where an employee reports for his scheduled shift and there is no work, the employee shall be paid four (4) hours at his regular rate of pay.
- (b) Paragraph (a) does not apply if:
- (i) the Employer has made a reasonable effort to notify the employee not to report for work at least two (2) hours before the start of his/her scheduled shift;
 - (ii) the lack of work is due to fire, flood, power failure, or other act of God, clearly beyond the control of the Employer;
 - (iii) the employee does not report for work on time (is more than thirty (30) minutes late); or
 - (iv) the employee requests or agrees to leave work before the end of the shift.
- 8.18 Where an employee who has completed his shift is called back to work after leaving the Employer's premises, he shall be paid a minimum of three (3) hours at his regular rate of pay.
- 8.19 Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

- 8.20 As far as reasonably practicable, employees will not be asked to do work outside of their classification except in extenuating circumstances when it is deemed necessary to meet operational requirements. The work will be offered in order of seniority and then assigned in reverse seniority.
- 8.21 With respect to scheduling the Union and the Employer agree to have regular monthly Union Management meetings to discuss and resolve scheduling issues and any other issue related to compliance with the collective agreement.

ARTICLE 9 - Meal Breaks and Rest Periods

- 9.01 Employees working five (5) to eight (8) hour shifts shall be entitled to a meal period approximately in the middle of their shift subject to operational needs of not less than one-half (½) hour on the employee's own time. The General Manager will designate the area in which employees may have their meal break if they take their meal break at the hotel.
- 9.02 All employees working the following shifts shall be allowed rest periods each day aside from mealtime taking into consideration operational needs:
- (a) seven (7) to eight (8) hours - two fifteen (15) minute breaks;
 - (b) less than seven (7) hours - one (1) fifteen minute break.
- Such rest periods shall be taken on the Employer's time.
- 9.03 Employees shall be allowed to leave the premises in order to obtain meals so long as they return to their place of work before the conclusion of their meal period as per the house rules.

ARTICLE 10 - Overtime Rates of Pay

- 10.01 All overtime shall be voluntary and only worked after authorization by the Employer.
- 10.02 Employees shall be scheduled overtime in the order of seniority in their classification first, then department, provided the senior employee possesses the qualifications to perform the tasks required. Employees at work will be given the first chance to work overtime in the above order, before the process of calling-in employees who are not at work. Employees who remain to work overtime receive overtime pay for only the actual overtime worked.
- 10.03 The Employer shall not adjust an employee's regular time to absorb overtime.
- 10.04 Where an employee works more than forty (40) hours in a seven (7) day work week or more than eight (8) hours in a day, the employee will be paid overtime at time and one-half (1½) the employees regular hourly rate.

ARTICLE 11 - Wage Rates and Job Classifications

- 11.01 Job classifications and wage rates are set out in the attached Schedule "A" to this Agreement.
- 11.02 The Employer shall not introduce new methods of paying employees without prior negotiations and agreement with the Union. Employees shall be paid by direct deposit every two (2) weeks and shall be entitled to pick up their pay statements by Friday at 2:00 p.m. at the latest.
- 11.03 Except where caused by a reduction in the work force, an employee who may be required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have his/her wage rate reduced to the wage rate for the classification he/she is temporarily filling.
- 11.04 An employee temporarily filling a position paying a higher rate of pay shall be paid the rate applicable to the position.
- 11.05 The rates of pay and terms and conditions of employment of any new classifications or positions established during the term of this Agreement shall be subject to negotiation between the Employer and the Union. Where agreement is reached, a supplementary Agreement shall be executed between the Employer and the Union and shall form a part of this Agreement.

ARTICLE 12 - Promotions and Vacancies

- 12.01 Job vacancies/newly created jobs shall be filled as follows:
- (a) When a new job(s) or job vacancy becomes available the Employer will post the position for five (5) working days.
 - (b) Any employee may apply for posted positions on forms supplied by the Employer.
 - (c) In making promotions the Employer shall first consider the senior applicant(s) who shall have the qualifications to perform the function. If the senior applicant possesses the desired qualifications as supplied by the employee on the application form and during the interview process and the Employer agrees with the employee's qualifications then the senior employee shall be entitled to the job. If a suitable applicant is not found from within the bargaining unit the Employer may advertise and hire from outside the bargaining unit.
 - (d) Employees who are going to be absent from their place of employment may, prior to their leaving or during their leave, apply for specific job vacancies that might or do occur during their absence.

- (e) In cases of unforeseen circumstances a manager will fill the position until a suitable replacement can be promoted or hired.
- 12.02 An employee promoted or transferred to a new position within the bargaining unit, shall serve a trial period for up to sixty (60) days worked in the new position. If the employee is unable during this period to meet the requirements in a manner satisfactory to the Employer or the employee finds the job unsatisfactory, he or she will return to their former position, without loss of seniority and at their former hourly rate, and the vacancy may be filled without further posting. However, if an unsuccessful applicant was qualified to perform the position, the Employer will give that applicant an opportunity to attempt the position in accordance with this Article. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his or her former position without loss of seniority and at the former hourly rate, should the employee originally promoted or transferred be returned to their former position.
- 12.03 Any employee who has successfully completed the trial period in the new position shall not be entitled to apply for another posted position for six (6) months from the completion of the trial period.
- 12.04 Promotions or transfers to positions outside of the bargaining unit shall not be subject to the provisions of this Agreement.
- 12.05 Employees who are going to be absent from their place of employment may, prior to their leaving or during their leave, apply for specific vacancies, new jobs or positions that might or do occur during their absence.

ARTICLE 13 - Layoffs

- 13.01 Where the Employer determines to reduce the bargaining unit work force in a department, it shall lay off the employees in the following sequence:
 - First: Lay off employees who have not completed their probationary period.
 - Second: Lay off employees who have completed their probationary period in accordance with their seniority.
- 13.02 Layoff and recall from layoff shall be based on the following factors:
 - (a) seniority.
- 13.03 For the purpose of interpreting the above clause, department shall be defined as one of the following areas, Front Desk, Housekeeping, Kitchen and Maintenance.
- 13.04 When the Employer recalls an employee who has been laid off, it shall attempt to notify the employee by phone. If contact cannot be made by telephone, the Employer shall notify

the employee by registered letter addressed to that employee's last known address. Nothing in this Article shall preclude the Employer from filling a vacancy temporarily while waiting for a response to a registered letter. If an employee does not respond within seven (7) days, the Employer shall automatically move to the next senior employee.

- 13.05 Where an employee has been in the continuous service of the Employer for at least three (3) consecutive months, the Employer shall not lay off the employee without giving the employee at least the following notice or pay in lieu thereof:
- (a) one (1) weeks written notice where his/her period of employment is more than three (3) months but less than one (1) year;
 - (b) two (2) weeks written notice where his/her period of employment is one (1) year or more but less than three (3) years;
 - (c) four (4) weeks written notice where his/her period of employment is three (3) years or more but less than five (5) years;
 - (d) six (6) weeks written notice where his/her period of employment is five (5) years or more but less than ten (10) years;
 - (e) eight (8) weeks written notice where his/her period of employment is ten (10) years or more.

ARTICLE 14 - Grievance and Arbitration Procedure

- 14.01 The purpose of this Article is to provide the method for the settlement of a grievance alleging the violation, interpretation, application, administration of a provision of this Agreement. Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions herein set forth.
- a) "Grievance" as used in this Agreement is an alleged violation in respect of the interpretation or application of, or compliance with the provision or provisions of this Agreement.
 - b) It is the intention of both parties that all grievances shall be processed as quickly as possible, at all steps.
- 14.02 It is understood that an employee has no grievance until the employee first discusses the complaint with the Manager or his designate. The complaint must be discussed with the Manager as soon as the employee becomes aware of the alleged incident but in any event, no later than seven (7) days of the incident. Any complaint not presented within these

guidelines shall be forfeited by the aggrieved employee. The Manager shall give his response verbally within two (2) days of receiving the employee's complaint.

14.03 Step 1

An employee who has a grievance shall take his/her grievance up with the Assistant Manager. A shop steward must be present if the employee so wishes. The Assistant Manager shall render a decision within three (3) working days. Should the Assistant Manager not have the capacity to settle the grievance, the grievance shall proceed directly to Step 2.

Step 2

Failing a satisfactory settlement under Step 1, within five (5) calendar days of the decision of the Manager in Step 1, the party filing the grievance shall request to meet at a higher level with a view to settling the grievance. This level of authority must not include the parties directly involved in the original settlement meetings of the outstanding grievance. The original parties may attend as observers but the discussions will be held by the senior parties of both sides. Failing satisfactory settlement, either party may file for arbitration.

- 14.04 Either party may, after exhausting the grievance procedure, notify the other in writing of its desire to submit the grievance to arbitration. If a party elects to refer a grievance to arbitration, it must notify the other party within seven (7) days after the meeting with the General Manager, at Step 2.
- 14.05 Any grievance which is not forwarded to arbitration within seven (7) days of the meeting in Step 2 of the grievance procedure shall be deemed to have been abandoned and/or withdrawn.
- 14.06 (a) The parties have agreed that for the term of this Agreement the person named below will be recognized as the Arbitrator;
- (i) Will Olive.
- (b) When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides as soon as practicable and render a decision within thirty (30) days after it has completed its hearing.
- 14.07 A policy grievance shall be defined as a grievance, filed by either the Union or the Employer, involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. It shall be submitted directly at Step 2 within seven (7) days following the circumstances giving rise to the grievance.

- 14.08 A representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union may at any time be present at any stage of the grievance procedure or at any meeting or discussion of complaints, disputes or collective bargaining negotiations.
- 14.09 If a response is not received on time or a meeting is not convened on time at any stage of the grievance procedure, the Union or Management may proceed to the next step of the grievance procedure.
- 14.10 The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any written amendment or supplement thereto, or to make an award which has this effect unless the parties have agreed, in writing, to give the Arbitrator specific authority to do so.
- 14.11 At a meeting where an employee is issued discipline, the employee may request to have a Union steward present provided a Union steward is available, the employee may request to have a co-worker present. Any disciplinary notation issued to an employee shall be copied to the Union representative.
- 14.12 When discipline (written warning, suspension and discharge) is to be imposed, the Employer will notify the employee or employees involved as soon as they become aware of the incident and will impose the discipline within three (3) days of the infraction or within three (3) days of the date that the Employer completes its investigation into the infraction.
- 14.13 A claim by an employee that he has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is submitted to the Manager by the employee at step 2 within two (2) days after the date of suspension or discharge. If suspension is grieved the Employer in its sole discretion may elect to delay the enforcement of the suspension until the grievance is settled, abandoned or determined by an Arbitrator.
- 14.14 Each party shall pay the fees and expenses of its nominee to a Board of Arbitration. Each party shall pay one-half (50%) of the fees and expenses of the Chairperson of the Board of Arbitration.
- 14.15 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the Arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 14.16 Nothing herein shall prohibit the parties from agreeing to a single Arbitrator. If so, then the Articles pertaining to an Arbitration Board shall apply to the sole Arbitrator.

14.17 All negotiations of grievances shall be dealt with during working hours and no employee or employee’s representative of the Union will suffer loss of pay by reason of time spent on discussion of grievances with the Employer.

ARTICLE 15 - Paid Statutory Holidays

15.01 The following days shall be considered statutory holidays:

New Year’s Day	Family Day	Good Friday
Victoria Day	Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

15.02 In addition to those days set forth in Article 15.01, any other day legislated as a holiday by the federal or provincial governments shall be deemed to be a holiday for the purpose of this Agreement. The Employer agrees to pay an employee at the rate of one-and-one-half (1½) times his/her regular hourly rate for all hours worked on the above holidays.

15.03 Should any of the holidays in Section 15.01 fall on an employee’s scheduled day off, another day shall be designated as a day in lieu thereof. The day shall normally be either the preceding scheduled working day or the following scheduled working day. In the event an employee requests a day off other than the preceding or following work day as the designated day, the Employer will make every reasonable effort to accommodate the employee’s request taking into account the needs of the hotel and service to the guests. In any event, the day in lieu thereof shall be day which falls within the pay period during which the holiday occurs.

15.04 For the purpose of this Article, a normal day’s wages shall be deemed to be an employee’s hourly earnings exclusive of overtime for the hours he/she has worked in the four (4) week period immediately preceding the week in which the holiday occurs divided by twenty (20) to establish the hours to be paid for such holiday.

ARTICLE 16 - Annual Vacations

16.01 Employees with less than one year’s service will receive vacation with pay in accordance with the *Saskatchewan Employment Act*.

16.02 (a) Employees who have worked one (1) year but less than eight (8) years shall receive three (3) weeks annual vacation with pay, which shall be calculated on the basis of 3/52 of gross earnings for the preceding year.

- (b) Employees who have worked eight (8) consecutive years, but less than fourteen (14) years shall receive four (4) weeks annual vacation with pay, which shall be calculated on the basis of 4/52 of gross earnings for the preceding year.
- (c) Employees who have worked fourteen (14) consecutive years or more shall receive five (5) weeks annual vacation with pay, which shall be computed on the basis of (5/52) of the gross earning for the preceding year.

16.03 Employees shall be entitled to withdraw accrued vacation pay, upon giving the Employer one (1) week's notice. Without taking vacation time, employees will be limited to the above entitlement four (4) times per year upon giving the required notice.

16.04 **Employees shall have preference in respect to annual vacation within their classification, based on seniority. The Employer shall provide all Employees with a vacation request form by March 1st of each year to be submitted by March 15th.**

16.05 **Employees shall submit their requests for vacation time by March 15th of each year for the time period April 1st to March 31st. Vacations requests will be approved or denied by the General Manager or his/her designate in writing within seven (7) days of March 15th.**

Any disputes that cannot be resolved within the department shall be determined by seniority. After March 15th an employee who wishes to change his/her scheduled vacation or schedule new vacation dates within the applicable time periods shall not be able to exercise his/her seniority to displace a junior employee who scheduled his/her vacation by March 15th. Approval of vacation requests within each department shall be approved subject to operational requirements.

16.06 Unused vacation pay shall be paid out to all employees in the last pay period before Christmas.

ARTICLE 17 - Leave of Absence

17.01 The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee who is selected to attend Labour conventions or to serve on any official Union business for five (5) days or less. The Employer shall be given fourteen (14) days notice, in writing, and shall not incur any cost whatsoever with the respect to such permission being granted. The employee will suffer no loss of rights formerly enjoyed before such leave was granted.

17.02 (a) A full or part-time employee who is currently employed by the Employer and has completed the probationary period before the day the leave is to begin, shall be entitled to maternity leave without loss of rights or benefits as per the *Saskatchewan Employment Act*. Pregnant women can get eighteen (18) weeks of

unpaid maternity leave. Maternity leave can start at any time during the twelve (12) weeks before the estimated date of birth. Employees shall supply the Employer with a medical slip indicating the expected date of birth and shall notify the Employer two (2) weeks in advance of their return. The notice must include the day she plans to begin the leave and a medical certificate with the estimated date of birth. The estimated date of return to work should be included in the notice.

- (b) A full or part-time employee who is currently employed by the Employer and has completed the probationary period before the day the leave is to begin, shall be entitled to parental leave without loss of rights or benefits as per the *Saskatchewan Employment Act*. The parent who does not take maternity leave can take up to thirty-seven (37) weeks of unpaid parental leave. The parent taking maternity or adoption leave can also take up to thirty-four (34) weeks of parental leave. Parental leave and maternity leave must be taken in one (1) continuous period. Employees shall supply the Employer with a written notice four (4) weeks before the day the leave begins. The notice must include the day he/she plans to begin the leave. If the employee is on maternity or adoption leave and is requesting parental leave, the written application must be submitted at least two (2) weeks before the employee was to return to work. The estimated date of return to work should be included in the notice. Employees shall notify the Employer two (2) weeks in advance of their return to work.
- (c) A full or part-time employee who is currently employed by the Employer and has completed the probationary period before the day the leave is to begin, shall be entitled to adoption leave without loss of rights or benefits as per the *Saskatchewan Employment Act*. The primary caregiver of an adopted child can get eighteen (18) weeks of unpaid adoption leave. Adoption leave starts on the day the child becomes available for adoption. An employee must give the Employer written notice four (4) weeks before the child comes into his/her care. If the employee is unable to give proper notice, whatever notice is given by Social Services, the adoption agency, or the birth parents, must also be given to the Employer. The estimated day of returning to work should also be included in this notice. Employees shall notify the Employer two (2) weeks in advance of their return to work.

17.03 Upon completion of two (2) years of employment, an employee shall be eligible for up to one year's leave of absence without pay for the purpose of education upgrading or training.

17.04 (a) An employee who has successfully completed the probationary period shall be granted up to five (5) consecutive calendar days of leave in the event of the death of a father, mother, child, grandchild, spouse, same sex spouse, sister or brother, legal guardian of an employee covered by this Agreement for the purpose of making arrangements for and/or attending the funeral. The day of the death or day of the funeral must be one of these days off. Payment shall be made only to the extent of

time lost on days he/she was scheduled to work during the above five (5) consecutive calendar days. However, if the death occurs during an employee's vacation, the Employer will allow the employee to re-schedule up to three (3) days of his vacation without pay, if requested.

- (b) An employee who has successfully completed the probationary period shall be granted two (2) days of leave in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent for the purpose of attending the funeral. Payment shall be made only to the extent of time lost on days he/she was scheduled to work during the above two (2) consecutive calendar days.
- (c) For the purpose of this Article, the Employer will recognize a common-law spouse provided the employee has cohabited with the common law spouse for a period of one (1) year and the Employer may request proof of the relationship in the form of a legal document if there is a question as to the length of the relationship. The above provisions of this article will then apply as if they were legally married. The employer shall also recognize step family equivalents.
- (d) A request for additional days off without pay for bereavement leave will be considered by the Employer.

17.05

Special leave of absence without pay, without loss of seniority or loss of any rights and privileges shall be granted for valid personal reasons. Applications for leave under this section showing date of commencement, duration of leave, date of return and the reason for the leave, must be given to the General Manager or his designate in writing at least four (4) weeks before the leave is to be taken, or in an emergency situation that the General Manager or his designate be advised at the earliest possible time. Such permission shall not be unreasonably withheld. In situations other than emergencies, the Manager or his designate will reply in writing to the employee within ten (10) days after receipt of the request for said leave. On return to work, the employee shall be placed in his/her old position. The duration of said leave shall be at the General Manager's sole discretion on a case-by-case basis and will not exceed one (1) year.

The Employer will not be obligated to entertain request for leave from employees who have not completed their probationary service but will give serious consideration for any family emergency situation.

It is understood between the parties that an employee who works for another Employer or on a personal business venture, partnerships while on leave of absence, as herein provided, may be subject to discipline up to termination unless such permission has been granted in writing by the Employer in advance of commencement of said leave.

ARTICLE 18 - Jury and Witness Pay

18.01 Employees who serve on a jury or subpoenaed as witness for the Crown (excluding arbitration under this Agreement), shall be granted leave of absence for this purpose and the Employer shall make up the difference in pay from that paid by the Crown and the amount of pay lost for the hours he/she was scheduled to work, but could not work because he/she was required to attend court. However, the Employer will only be required to provide this compensation if the employee:

- (a) has successfully completed the probationary period;
- (b) notifies the General Manager as soon as he becomes aware of the requirement to serve as a juror or subpoenaed witness, and provides the jury notice/subpoena; and,
- (c) presents an itemized statement from the appropriate court official indicating the dates, time of service and fees paid on each date or attendance at a legal process due to subpoena.

The employee is required to report to work, if scheduled for time that he is not actually required for jury duty or attend at legal process due to subpoena.

ARTICLE 19 - Union Representative Visits

19.01 The authorized Representative of the Union shall be permitted, after receiving prior permission from the Manager and permission will not be unreasonably withheld, to talk with any employee regarding Union matters. All interviews of employees by the Union Representative shall be carried on in a place designated by the Manager. The Representative of the Union shall not wander through the Hotel without the prior approval of the Manager.

ARTICLE 20 - Notice Boards

20.01 The Employer will provide a notice board in a suitable location accessible to the employees for the purpose of the Union posting notices of interest to the employees. No notices may be posted without the permission of the General Manager, which permission will not be unreasonably withheld. No defamatory notices will be included in these notices.

ARTICLE 21 - Safety and Health

21.01 The Employer shall provide a suitable number of first aid kits properly supplied throughout the workplace and emergency eye wash stations properly maintained where needed.

- 21.02 The parties agree to a Joint Occupational Health and Safety Committee in compliance with the *Saskatchewan Employment Act*.
- 21.03 Recommendations of the Committee shall be referred to the Employer for action.
- 21.04 The employee Co-Chairperson shall be made aware of all reports of injury, accident or possible hazards and he/she and the other Committee members shall be allowed time to investigate such matters during regular working hours.
- 21.05 The Employer, the Union and the employees agree to co-operate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.
- 21.06 It is the responsibility of each employee to work safety, to perform his/her job properly in accordance with established safety procedures.
- 21.07 The Employer, the Union and the employees agree to comply with the provisions of the *Saskatchewan Employment Act*.
- 21.08 During the term of this Agreement, the Joint Health and Safety Committee will be maintained in accordance with current practices.

ARTICLE 22 - Discrimination and Harassment

- 22.01 The Employer firmly believes that everyone at the Hotel, whether male or female, is entitled to employment free of workplace harassment. The Employer and employee are committed to making every reasonable effort to ensure that no employee or Employer is subject to workplace harassment from superiors, subordinates, co-workers, customers, clients, business associates or any person(s) connected with the workplace.
- 22.02 Workplace harassment is defined as “any unwanted physical or verbal conduct that offends or humiliates you”. This includes any form of unlawful discrimination against an individual as laid down by the Human Rights Commission based on the grounds of race, national or ethnic origin, colour, religion or creed, age, sex, marital status, family status, mental or physical disability, pardoned conviction, and sexual orientation, and in addition the Employer will not tolerate extreme abusive language or any other form of offensive or humiliating behavior to any other employer or employee.
- 22.03 Examples of workplace harassment are noted below, however, this list is not exhaustive:
- verbal threats, intimidation, or abuse;
 - unwelcome remarks or jokes about subjects like race, religion, disability or age;

- the display of sexist, racist or other offensive pictures or posters;
- consistent subjection of an individual to practical jokes or ridicule where the circumstances indicate that this treatment is motivated by a characteristic protected under Human Rights Law.

22.04 The term “workplace” is not only restricted to the physical work site but includes other locations associated with the work of the organization as listed below, however, this list is not exhaustive:

- company social gatherings
- conferences
- customer calls
- business travel.

22.05 Any allegations of workplace harassment will be dealt with seriously and confidentially in accordance with the following guidelines:

Workplace Harassment from a Company Employee

- (a) It is the responsibility of the individual to make clear to the person(s) concerned that their behavior/language is unwelcome and that they want it to stop.
- (b) In the event of continued harassment or a single incident of a more serious nature, the employee is required to make an appointment to see his/her General Manager to discuss the matter in confidence. If the complaint is not resolved by the General Manager or if for any reason the employee is unable or unwilling to lodge his/her complaint with the General Manager, he/she should address their complaint to the owner in order that a final determination on behalf of the Employer may be made.
- (c) The individual will be requested to put his/her complaint in writing, giving precise and detailed information on the nature of the behavior/language in question, including witnesses, if any, and a formal disciplinary interview will be held with the alleged harasser.
- (d) An individual making a complaint may choose to be accompanied by a working colleague at any stage in the proceedings.
- (e) All employees have a responsibility to comply with this policy and treat all members of the Employer with dignity and respect. Failure to do so will result in appropriate disciplinary action being taken by the Employer which may include dismissal.

Workplace Harassment from a Non-Company Employee

- (f) It is the responsibility of the employee to remain courteous and calm in order to avoid antagonizing any situation and to present a professional Company image at all times.
- (g) It is also the responsibility of the employee to make clear to the person(s) concerned that their behavior/language is unwelcome and that they want it to stop.

Inform the individual: “I am sorry, your behavior (or language) is inappropriate and offensive to me, please stop.”

In the event of continued harassment within the same meeting or telephone call, state: “I repeat, your behavior (or language) is inappropriate. If you continue, I will exercise my right to leave this meeting (or end this call) and will ask my Manager to contact you regarding our Company Policy on Workplace Harassment and to deal with the purpose of our meeting/your call.”

Should the meeting/call need to be terminated, firmly state: “I am concluding this meeting/conversation – goodbye.”

- (h) Inform your Manager of the situation following points laid down in (b),(c) and (d).
- (i) It is the responsibility of the individual receiving the complaint as identified under (b) to carry out the following steps:
 - Obtain full information from the employee as laid down in (c) and (d).
 - Where deemed appropriate following information received, call the alleged harasser and inform the person that your staff member feels humiliated/offended by the individual’s choice of words/actions and that any form of workplace harassment, whether intentional or unintentional, is unacceptable to our Company.
 - Offer to deal with original purpose of the individual’s call.
 - Document any conversation and place one copy on file, one copy to the owner.
 - Confirm to the staff member that the issue has been addressed.

- Instruct the employee to contact you immediately should a further incident with the same person or another person from the same company occur.
- (j) In the event of serious or continued workplace harassment from a Non-Company employee, the General Manager must pass all documentation to the owner so that a decision may be made on the course of action to be taken by the Employer following consultation with the Labour Relations Consultant as appropriate, who will make recommendations to the owner.

22.06 Points Key to any Alleged Incident of Workplace Harassment:

- (a) Confidentiality of the complainant will be maintained, except where disclosure of the complainant's name is necessary for purposes of investigating the complaint or taking disciplinary action in relation to the complaint.
- (b) All employees are asked to recognize and believe that a genuine complaint of workplace harassment will not affect the career of the complainant in any way. However, any employee deliberately making a false allegation of workplace harassment will be subject to disciplinary action which could include dismissal.
- (c) Employees are also informed that subject to the provision of the *Saskatchewan Human Rights Code*, they may if they so wish, file a complaint with the Human Rights Commission in respect of workplace harassment.
- (d) It is the responsibility of the Department Managers/Supervisors to be alert to the possibility of workplace harassment and, where unacceptable behavior is noted, liaise promptly with the General Manager or owner, if appropriate.

22.07 Sexual Harassment Policy

Sexual harassment is one form of workplace harassment and is defined as “any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offense or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.”

Examples of sexual harassment are noted below, however, this list is not exhaustive:

- unwelcome sexual attention
- suggestions that sexual favour may further an individual's career (or refusal may hinder it)
- insults or ridicule of a sexual nature
- lewd, suggestive or over-familiar behavior
- display or circulation of sexually suggestive material
- unnecessary physical contact
- physical assault that is sexually related.

Any allegations of sexual harassment will be dealt with sensitively and confidentially following the guidelines laid down under Workplace Harassment.

Article 23 - Training

- 23.01 The Employer shall ensure that employees receive sufficient training during their probationary period. **Any employee providing training to another employee shall receive the one dollar and twenty-five cent (\$1.25) Acting Supervisor premium for all hours he/she performed the training.**
- 23.02 At the direction of the Employer, an employee who successfully completes a course related and required to his job function shall be reimbursed for one hundred (100%) percent of the tuition fees associated with such course.

ARTICLE 24 - Benefits

- 24.01 Effective December 1, 2013, all eligible employees shall be enrolled in the group insurance plan described as Green Shield Canada group policy 30024 Premiums for the plan will be paid 60% by the Employer and 40% by the employee. To be eligible for the full-time plan, employees must work twenty-five (25) or more hours per week. To be eligible for the part-time plan, employees must work at least fifteen (15) hours a week.
- 24.02 Employees with **eighteen (18) months** of service shall be entitled to accumulate one (1) paid sick day per month to be used in case of sickness or non-work related injury. Sick leave shall not carry forward from one (1) calendar year to another. **It is agreed that 50% of all unused sick pay will be paid out on the last pay period before Christmas.**
- 24.03 Where the Employer believes that an employee is abusing sick leave, the Employer shall call a meeting with the employee and the Union and attempt to resolve the problem. The resolution may include: a leave of absence (without pay) to deal with whatever the problem is, counseling, discipline (verbal, written, suspension, termination), requirement for doctor certificates for future sickness, etc.
- 24.04 Doctors' verification of sickness shall be required where a paid sick day is requested the day before or the day after an employee's days off or where an employee has two (2) or more sick days in a row.

ARTICLE 25 - General

- 25.01 The Employer shall designate suitable lunch facilities and shall provide secure storage areas for employees' personal belongings.

- 25.02 All staff meetings called by the Employer shall be on the Employer's time.
- 25.03 Employees shall be allowed access to phones to make personal local calls at no cost during breaks. Stationary work areas shall be equipped with a phone for emergency purposes.
- 25.04 (a) The Employer shall maintain their current uniform policy and practice with respect to supplying uniforms to staff and paying for cleaning or laundry service.
- (b) If, and whenever any special uniforms are required by the Employer, the Employer agrees that it will supply the same at its own expense.
- 25.05 Employees shall be allowed to park their vehicles on the Employer's property in a location designated by the Manager. Employees shall be entitled to use an electrical outlet, if available, when the temperature drops to minus fifteen (15) degrees or lower.
- 25.06 The Employer shall not enter into any written or verbal agreement with any employee which conflicts with the provisions of this Agreement.
- 25.07 All tips and gratuities received by an employee shall be retained by the employee.
- 25.08 Employees shall be entitled to the employee discount as offered by Choice Hotels Canada SED Program.
- 25.09 Empty bottles and/or cans left in guest rooms after a guest vacates are to be kept by Housekeeping employees provided they are removed daily from the Hotel in bags or containers by the employee.
- 25.10 The Employer shall replace an employee's clothing that is destroyed during the normal performance of his/her duties. This does not include clothing that is destroyed as a result of normal wear and tear over a period of time.
- 25.11 All negotiations for collective agreements and/or meetings regarding grievances will be conducted in a smoke-free environment.
- 25.12 The Employer will not contract out work presently performed by members of the bargaining unit except in case of emergency.
- 25.13 It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number. Letters sent by the Employer to the address on record or telephone calls to the telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.

25.14 The Employer agrees to post a copy of the house rules upon the signing of this Agreement. Any amendments to the rules following the signing of this Agreement shall be sent to the Union office and a meeting held to inform the staff members of said changes or additions.

ARTICLE 26 - Strikes and Lock-Outs

26.01 *As per the Saskatchewan Employment Act.*

ARTICLE 27 - Duration of Agreement

27.01 This Agreement shall be effective from the 1st day of September, 2018, and shall remain in force until the 31st day of August, 2019, and thereafter from year-to-year, but either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of the said Agreement, give notice in writing to the other party to terminate the said Agreement or to negotiate a revision thereof.

Signed this 14th day of February, 2019

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

Jennifer McCredie

Judith Poppenheim

Cory Jorgenson

APPENDIX "A"

The job classifications and the minimum hourly wage rates for all employees shall be as follows:

Effective September 1, 2018

Job Classification	Start Rate	After 6 Months	After 12 Months	After 24 Months
Front Desk	14.73	15.68	16.54	17.38
Night Audit	15.38	16.27	17.40	18.29
Room Attendant	14.55	15.13	16.01	16.59
Laundry	14.55	15.13	16.01	16.59
Porter	14.55	15.13	16.01	16.59
Breakfast Attendant	14.55	15.13	16.01	16.59
Pool	14.55	14.66	14.84	15.24
Acting Supervisor	To be paid his/her rate plus \$1.25 per hour premium			

Note: The Employer agrees to pay to employees with:

- (a) five (5) years of service but less than ten (10) years of service a retention bonus of forty cents (\$.40) per hour.
- (b) ten (10) years or more of service a retention bonus of one dollar (\$1.00) per hour.

NOTES